

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>12</b>		PAGE OF PAGES <b>1</b> <b>4</b>	
2. AMENDMENT/MODIFICATION NO. <b>94</b>		3. EFFECTIVE DATE <b>November 17, 2006</b>		4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812</b>		CODE <b>PS31-J</b>		7. ADMINISTERED BY (If other than Item 6) <b>Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax Jeffrey.S.Jackson@nasa.gov</b>		CODE <b>PS31-J</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  <b>Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806</b>				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNM04AA02C</b>			
				X			
				10B. DATED (SEE ITEM 13) <b>1/1/04</b>			
CODE <b>CAGE- 0T5L1</b>		FACILITY CODE <b>SAP- 103429</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a), the "Changes" clause, the "Limitation of Funds" clause, and Mutual Agreement</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated	Shared	Award Fee	Potential	Contract	Total Sum
	<u>Estimated Cost</u>	<u>Savings</u>	<u>Fee</u>	<u>Award Fee</u>	<u>Value</u>	<u>Allotted</u>
Prev. Base Total	\$680,936,387	\$0	\$22,922,532	\$16,429,369	\$720,288,288	\$603,051,590
This Modification	\$170,507	\$0	\$0	\$10,231	\$180,738	\$0
Rev. Base Total	\$681,106,894	\$0	\$22,922,532	\$16,439,600	\$720,469,026	\$603,051,590

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Julia A. Whitt, Contracts Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jeffrey S. Jackson, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<b>/s/ Julia A. Whitt</b>	<b>Nov. 14, 2006</b>	BY <b>/s/ Jeffrey S. Jackson</b>	<b>Nov. 14, 2006</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(continued)

The purpose of this modification is to definitize the Contractor's proposal SAIC-P-022, entitled "Goddard Space Flight Center (GSFC) Network Security Support" that was submitted in response to NASA/MSFC letter Request for Proposal dated October 24, 2006. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$170,507. This increase is by \$42,460 (from \$502,091,382 to \$502,133,842) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), and by \$128,047 (from \$178,845,005 to \$178,973,052) for Option Year 1 reflected as CLIN 003 in paragraph (b). The total of Potential Award Fee is increased by \$10,231. This increase is by \$2,548 (from \$5,693,949 to \$5,696,497) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), and by \$7,683 (from \$10,735,420 to \$10,743,103) for Option Year 1 as CLIN 003 in paragraph (b). These amounts are further allocated by contract year as follows:

Paragraph (a)

	Estimated Cost	Potential Award Fee
11/17/06 - 12/31/06	\$42,460	\$2,548
1/1/07 - 5/31/07	\$64,024	\$3,841
TOTAL	\$64,023	\$3,842

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.
- C. Under Section B, Clause B.6, Contract Funding, an amount of \$4,792 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 75% of the Potential Award Fee for the periods 7/1/06 to 12/31/06 and 1/1/07 to 6/30/07. Contractor billing of provisional award fee for any period shall not exceed 75% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITeS Fee Determination Official. This action will not result in a revised coverage date.

- D. Attachment J-1, Performance Work Statement, Section 3.12, NETWORK SECURITY, is revised to reflect, as item "g", incorporation of the effort for which this contract action is executed. The effort delineated herein shall commence on November 17, 2006.
- E. Attachment J-2, Data Procurement Document (DPD), Data Requirements Document (DRD) 974MA-007, Documentation, is revised to reflect incorporation of additional deliverables required by the PWS effort delineated in "D" above. These deliverables are entitled Risk Management Plan and Center Network Environment Security Plan. Based on content limitations, the newly incorporated documents will be reflected in place of two documents that were previously deleted by contract modification.
- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$180,738 (from \$720,288,288 to \$720,469,026) in recognition of the actions taken in (A) through (E) above.
- G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2  
B-3  
B-5  
B-8  
J-1-53 - 54  
J-2-3  
J-2-30

Page(s) Added

B-2  
B-3  
B-5  
B-8  
J-1-53 -54  
J-2-3  
J-2-30

- H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract  
Change Identification

NASA/MSFC letter  
Request for Proposal  
PS31-J/AA02C-06-225  
dated 10/24/06

Contractor  
Proposal Number

SAIC proposal SAIC-P-022  
dated October 26, 2006  
and submitted via SAIC letter  
SAIC-05-460 dated  
October 26, 2006

- I. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,792,101		\$4,851,221	\$0
Base Year 2	1/1/05-6/30/05	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 90,970,318		\$5,162,909	
Base Year 3	1/1/06-6/30/06	\$ 94,048,190		\$5,301,669	
Base Year 3	7/1/06 - 12/31/06	\$ 94,902,296			\$ 5,696,497 AF (\$4,329,338 SF) (\$1,367,159 OF)
TOTAL Base		\$502,133,842		\$22,922,532	\$5,696,497
Option Year 1	1/1/07-6/30/07	\$90,933,073			\$ 5,458,343 AF (\$4,148,341 SF) (\$1,310,002 OF)
Option Year 1	7/1/07 - 12/31/07	\$88,039,979			\$ 5,284,760 (\$4,016,418 SF) (\$1,268,342 OF)
TOTAL Opt. 1		\$178,973,052			\$10,743,103
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL	\$681,106,894		\$22,922,532	\$16,439,600

\* AF denotes Award Fee

\*\* SF denotes Subjective Fee

\*\*\*OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>BASIC PERIOD</b> (January 1, 2004 thru December 31, 2006)				

001****	1	Job	\$502,133,842	\$28,619,029
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			Estimated Amount	Maximum Amount
002	1	ID/R	\$0	\$1,500,000

\*\*\*\*The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>OPTION PERIOD 1</b> (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				
003*	1	Job	\$178,973,052	\$10,743,103 AF (\$8,164,758 SF) (\$2,578,345 OF)
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
004*/**	1	ID/R	\$0	\$500,000 (Exercised)
* No costs against CLINS 003 and 004 shall be expended prior to 1/1/07.				
**The actual value of CLIN 004 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.				
CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>OPTION PERIOD 2</b> (Jan. 1, 2008 thru Dec. 31, 2008) (Unexercised)				
005	1	Job	\$175,669,369	\$10,544,880 AF (\$8,014,109 SF) (\$2,530,771 OF)
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
006	1	ID/R	\$0	\$500,000 (Unexercised)

(End of clause)

### B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	\$270,275	\$275,791 (1/1/04 to 3/30/04)
	3/31/04- 6/30/04	\$2,426,056	\$ 2,572,649 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF)** (\$617,436 OF)***
Base Year 1	7/1/04 - 12/31/04	\$4,851,221	\$ 5,207,408 AF (\$3,957,630 SF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05	\$4,910,402	\$ 5,270,936 AF (\$4,005,911 SF) (\$1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05	\$5,162,909	\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06	\$5,301,669	\$ 5,645,252 AF (\$4,290,392 SF) (\$1,354,860 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,696,497 AF (\$4,329,338 SF) (\$1,367,159 OF)
Option Year 1	1/1/07-6/30/07		\$ 5,458,343 AF (\$4,148,341 SF) (\$1,310,002 OF)
Option Year 1	7/1/07 - 12/31/07		\$ 5,284,760 (\$4,016,418 SF) (\$1,268,342 OF)
Option Year 2	1/1/08-6/30/08		
Option Year 2	7/1/08 - 12/31/08		

\* AF denotes Award Fee

\*\* SF denotes Subjective Fee

\*\*\*OF denotes Objective Fee

(End of Clause)

#### B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

(b)(4)



B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

(b)(4)

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$571,762,928. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through June 1, 2007.

(b) An additional amount of \$31,288,662 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$571,767,720	(\$4,792)	\$571,762,928
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 75%)	\$8,361,338	\$4,792	\$8,366,130
Award Fee Earned	<u>\$22,922,532</u>	<u>\$0</u>	<u>\$22,922,532</u>
Total Sum Allotted*	\$603,051,590	\$0	\$603,051,590

\*The contractor shall not expend an amount greater than the total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 prior to January 1, 2007.

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

- c. Support the GSFC Chief Information Officer (CIO)'s goal to strengthen and improve information technology (IT) security. The contractor shall develop and implement the high priority technology-related recommendations established by the NASA CIO, the NASA Principal Center for IT Security (PC-ITS), the GSFC CIO, and the GSFC Deputy CIO for IT Security.
- d. Perform quarterly vulnerability scanning including unannounced scanning consistent with the current network scanning architecture and approach and report scanning findings and metrics quarterly (DRD974MA-006). The contractor shall also support and maintain the government's secure webserver to distribute vulnerability reports and shall provide technical support for center vulnerability scanners. In addition, the contractor shall sit on the CRB (Goddard's IT Vulnerability Waiver Board).
- e. The contractor shall establish an intrusion detection architecture and approach, deploy, operate, and manage an intrusion detection infrastructure, and perform network traffic monitoring and analysis. The categories of network traffic captured, stored, and analyzed must be approved by the Deputy CIO for IT Security. The contractor shall report all identified intrusions to the GSFC ITSM and report intrusion detection findings monthly to the Deputy CIO for IT Security (DRD 974MA-006). The contractor shall also develop recommendations for a penetration testing methodology and approach for GSFC and shall coordinate this effort with the GNECCB and the ITSWG.
- f. The contractor shall establish a security incident response team to support the Deputy CIO for IT Security and the ITSM. With coordination from the task monitor, the contractor shall serve as a network and host computer security-engineering group providing consultation and intrusion evaluation services to the GSFC community.
- g. The Contractor shall provide support for the network security of the Center Network Environment (CNE) for both Greenbelt and Wallops Flight Facility. The Contractor shall be responsible for performance of risk analysis for the CNE network services, and the development and implementation of a risk management plan (974MA-007). The Contractor shall perform an annual security analysis and develop and implement the CNE Security Plan (974MA-007). The CNE Security Plan shall detail the plan for securing the CNE network services. The Contractor shall be responsible for the review of and compliance with all established NASA, GSFC and CNE security policies for the CNE network. The Contractor shall maintain and implement firewall rules and policies for the CNE Firewall Architecture, in accordance with direction from the Center Firewall Review Board (CFRB) and CNE Project. The Contractor shall support the activities of the GSFC Scanning Team during scanning of the CNE and associated services. The Contractor shall provide security analysis and support during the engineering of the CNE network services. The Contractor shall establish internal security policy and ensure compliance on systems utilized in the performance of all functions within this task.

**3.13 BUSINESS STUDIES**

**(PWS 3.13 effective through the end of the base period and if Option Period 1 exercised through May 31, 2007)**

The contractor shall perform NASA Information Technology business studies and analysis as directed to include Strategic Planning, Business Process Analysis, and analyses related to IT investments.

**3.14 SCIENTIFIC AND ENGINEERING WORKSTATION PROCUREMENT (SEWP) PROGRAM SUPPORT**

**(PWS 3.14 effective through the end of the base period and if Option Period 1 exercised through May 31, 2007)**

The contractor shall provide strategic program management support to the Scientific and Engineering Workstation Procurement (SEWP) Program Manager in developing and implementing strategic initiatives for the SEWP organization. This shall include the facilitation and support of SEWP retreats and other meetings as needed.

**3.15 NASA CIO SUPPORT**

**(PWS 3.15 effective through the end of the base period and if Option Period 1 exercised through May 31, 2007)**

The contractor shall provide support to the NASA CIO as necessary. The work shall include support to the NASA Headquarters blue pages activities.

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.		
<b>PAGE REVISION LOG</b>			NO.      ISSUE <b>974      Basic</b>		
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.			AS OF: 01-01-04		SUPERSEDING:      PAGE:
INSERT LATEST REVISED PAGES.			DISCARD SUPERSEDED PAGES.		
ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
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Mod. 3	J-2-3				
Mod. 3	J-2-19				
Mod. 3	J-2-28				
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Mod. 3	J-2-38				
Mod. 5	J-2-22				
Mod. 10	J-2-9				
Mod. 10	J-2-25				
Mod. 10	J-2-36				
Mod. 10	J-2-37-A				
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Mod. 91	J-2-31				
Mod. 91	J-2-49 - 50				
Mod. 94	J-2-30				

MSFC - Form 3461-2 (Rev August 1970)

**Attachment 1**

<b>Documentation</b>	<b>PWS paragraph</b>	<b>Frequency</b>	<b>Data Type</b>	<b>Format</b>	<b>Content</b>
MSFC Information Systems architecture for computers, applications, and data administration	2.2.d	Maintain current	3	Online	
Agency Information Systems Architecture Documentation for networks	2.2.d	Maintain current	3	Online	
<b>CNE Risk Management Plan</b>	<b>3.12.g</b>	<b>Maintain current</b>	<b>2</b>	<b>Hardcopy and online</b>	<b>See FISMA Format</b>
Special Studies	2.2.f, 2.2.g, 2.2.i(6), 2.2.i(8), 2.11.2.d, 3.9.1.1.b, 3.9.1.2.a, 3.9.1.2.c, 3.9.1.2.d, 3.9.2.1.b, 5.10.1.1.b, 5.10.1.2.a, 5.10.1.2.c, 5.10.1.2.d, 5.10.2.1.b	As Required	3	Hardcopy	Trade studies, feasibility studies, trend analyses, business cases, hypothetical investigations, benchmarks, standards migration, pricing, etc.
<b>CNE Security Plan</b>	<b>3.12.g</b>	<b>Maintain current</b>	<b>2</b>	<b>Hardcopy and online</b>	<b>See FISMA Format</b>
Initial set of documentation/drawings generated under previous contracts	2.4.d(3)	Maintain	3	Hardcopy	
Documentation/drawings generated under this contract	2.4.d, 2.4.d(4), 3.7.7.a, 5.10.2.1	Maintain current	3	Online	Design drawings, specifications, technical configurations, diagrams, architectures, processes etc.
Documentation Tree	2.4.d(5)	<b>DELETED</b>	3	Online	Categorizes, lists and describes all documentation generated under this contract.
Asset Management	2.6, 4.3.6.e	Maintain current	3	Online	Government property inventory and records
Disaster Recovery Plan	2.7.3.a, 2.7.4, 3.9.6, 4.3.6.b, 5.10.6	Annually	1	Hardcopy	